

**JUDICIAL COUNCIL OF CALIFORNIA  
ADMINISTRATIVE OFFICE OF THE COURTS**

455 Golden Gate Avenue  
San Francisco, California 94102-3688

**Report**

TO: Members of the Judicial Council

FROM: Family and Juvenile Law Advisory Committee  
Hon. Mary Ann Grilli and Hon. Michael Nash, Co-chairs  
Michael Wright, Supervising Attorney, 415-865-7619,  
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DATE: August 26, 2003

SUBJECT: Child Support: Stipulation and Waiver of Unassigned Child Support  
Arrearage (approve form FL-626) (Action Required)

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Issue Statement

Some courts and local Department of Child Support Services offices have created local stipulation forms by which parents waive unassigned child support arrears. The creation of a Judicial Council form will give courts a uniform stipulation with all of the necessary disclosure provisions that ensure a party knowingly, willingly, and intelligently waives any past-due child and spousal support arrears. The form will improve the administration of governmental child support cases within the court system.

Recommendation

The Family and Juvenile Law Advisory Committee recommends that the Judicial Council, effective January 1, 2004, approve form FL-626, *Stipulation and Order Waiving Unassigned Arrears (Governmental)*, to inform parents of the consequences of making a knowing waiver of child support arrearages.

The text of the form is attached at pages 3–6.

Rationale for Recommendation

Form FL-626, *Stipulation and Order Waiving Unassigned Arrears (Governmental)*, would assist judicial officers in ensuring that a parent is making a knowing waiver of child support arrearage in cases in which the arrearage is owed directly to the parent and is not assigned to the state as a condition of the parent's receipt of public assistance benefits. The new form would also assist and educate unrepresented litigants about the consequences of the waiver. Child support commissioners suggested the creation and approval of this form.

Examples of circumstances in which a parent may waive a support arrearage include his or her acceptance of a lump-sum payment that is less than the total amount of the arrearage owed in order to have the funds available for immediate use. A parent may also waive a support arrearage for a time period when the child was actually living with the parent ordered to pay support. A parent may also accept less than the court-ordered support amount when the parent paying support has satisfied the arrearage by directly providing support, or otherwise discharging a support obligation.

#### Alternative Actions Considered

The committee considered and rejected the option of taking no action, as this approach would not solve the problems resulting from the lack of a uniform form pleading to assist the judicial officer in determining that a litigant is making a knowing waiver of support.

#### Comments From Interested Parties

The form was circulated for comment in the spring 2003 cycle to all courts and to all child support enforcement partners, including the Department of Child Support Services (DCSS), the Judicial Council Forms Subcommittee of the Child Support Directors Association of California (CSDA), child support commissioners, and family law facilitators.

Of the 14 comments received, 13 agreed with the proposal or agreed if modifications are made; only one opposed it. The comments showed strong and enthusiastic support for this essential court form and included suggestions for improvement.

The Judicial Council Forms Subcommittee of the Child Support Directors Association generally agreed with the substantive provisions of the form but provided comments to improve its organization. These comments were substantially incorporated in the revised proposed form. The form title is reworded as “Stipulation and Order Waiving Unassigned Arrears” for clarity. The general instruction and advisements were reworded to make the language more inclusive of both parties.

The one commentator who objected to the form did so asserting that the obligation of support is owed to the child and that parents cannot waive the right to support. However, the proposed form is not intended to waive current child support or to retroactively modify child support. Moreover, the children are not the real parties in interest with standing to enforce the order or to collect arrearages. See *Marriage of Utigard* (1981) 126 Cal.App.3d 133; *County of Shasta v. Smith* (1995) 38 Cal.App.4th 329.

A chart summarizing the comments and the committee’s responses is attached at pages 7–23.

#### Implementation Requirements and Costs

Courts will incur some costs in copying the forms.

Attachments

1. The party waiving past support is ☐ petitioner/plaintiff ☐ respondent/defendant ☐ other parent ☐ other (*specify*):

2. The party ordered to pay support is ☐ petitioner/plaintiff ☐ respondent/defendant ☐ other parent ☐ other (*specify*):

3. The party ordered to pay support and the party waiving past support are the parties to this agreement.

4. The parties understand their right to be represented by an attorney, at their expense, in connection with these proceedings.

**NO TIME LIMIT FOR COLLECTION**

5. The parties understand that the amounts owed for Non-Aid arrears (past-due child support ordered to be paid personally to the party waiving support) remain owed until paid. There is no time limit for the collection of past-due support.

## CONTINUING COLLECTION EFFORTS

6. All methods to collect or enforce the amounts past due may be used until the past due support is paid in full, including, but not limited to, wage assignments, levy on assets, tax refund interception, license suspension, property liens, and contempt. The parties understand that a waiver of support will stop all collection efforts of the support waived.

## RIGHT TO DETERMINATION OF DISPUTED PAST SUPPORT

7. If the amount of past-due support is unknown or uncertain, the parties understand that they have the right to have the local child support agency review and audit the amount due, including all amounts ordered, all payments, and all credits. The parties also understand that if they are not satisfied with the agency's audit, they have the right to have a court hearing to determine the amount due.

PETITIONER/PLAINTIFF: RESPONDENT/DEFENDANT: OTHER PARENT:	CASE NUMBER:
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**CONSEQUENCES OF WAIVING PAST SUPPORT**

8. The parties understand that once the party waiving past support gives up his or her right to past-due support, he or she can never request payment of the amount given up or ask the local child support agency or court to reinstate the amount given up, **UNLESS** he or she has specifically retained the right to do so as part of item 16.
9. The parties understand that the party waiving past support cannot give up the right to collect Aid arrears (past-due child support that belongs to the county in exchange for receipt of public assistance benefits), nor can he or she give up the right to future child support. **The parties understand that this stipulation does not affect the current child support order. If there is a current child support order, that order still remains in full force and effect.**
10. The parties have had sufficient time to read and think about this stipulation and to discuss it with any and all advisors, counselors, and/or attorneys of their choosing.
11. The party waiving past support has not been promised anything by the party ordered to pay support, the local child support agency, the court, or anyone else, to induce him or her to give up amounts owed to him or her, except as specifically set forth in writing in this stipulation.
12. The party waiving past support has not been threatened in any way (physically, emotionally, or otherwise) by the party ordered to pay support, the local child support agency, the court, or anyone else, to force him or her to give up support amounts.
13. The party waiving past support has thought about and decided that it is in his or her best interest and the best interest of his or her children to give up this support arrearage.

**AMOUNT OF PAST-DUE SUPPORT**

14. As of *(date calculated)*:

- a. ☐ **NON-AID ARREARS** *(these are the amounts owed personally to the party waiving past support before this waiver becomes effective):*

<u>Type</u>	<u>Principal</u>	<u>Interest</u>	<u>Time Period</u>
(1) <input type="checkbox"/> Child Support:	\$ _____	\$ _____	_____ through _____
(2) <input type="checkbox"/> Spousal/Family Support:	\$ _____	\$ _____	_____ through _____
(3) <input type="checkbox"/> Other <i>(specify)</i> :	\$ _____	\$ _____	_____ through _____
(4) <b>TOTAL:</b>	\$ _____	\$ _____	
<input type="checkbox"/> See Attachment 14a.			

- b. ☐ **AID ARREARS** *(these are the amounts assigned and owed to a public agency and cannot be waived by the parties):*

<u>Type</u>	<u>Principal</u>	<u>Interest</u>	<u>Time Period</u>
(1) <input type="checkbox"/> Child Support:	\$ _____	\$ _____	_____ through _____
(2) <input type="checkbox"/> Spousal/Family Support:	\$ _____	\$ _____	_____ through _____
(3) <input type="checkbox"/> Other <i>(specify)</i> :	\$ _____	\$ _____	_____ through _____
(4) <b>TOTAL:</b>	\$ _____	\$ _____	
<input type="checkbox"/> See Attachment 14b.			

- c. ☐ The parties agree that the amounts in items 14a and 14b will be considered a final determination by the court of the amount of past-due support.

**WARNING: If the box at item 14c is checked you may be prohibited from any future challenge regarding the amount of past-due support indicated at items 14a and 14b.**

- d. ☐ The parties agree that the amounts stated above represent the amount of past-due support indicated by the local child support agency records. However, in agreeing to this waiver of non-aid arrears, the parties have not reached an agreement regarding the accuracy of the amount of past-due support as stated.

PETITIONER/PLAINTIFF: RESPONDENT/DEFENDANT: OTHER PARENT:	CASE NUMBER:
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### WAIVER OF PAST-DUE SUPPORT

15. In consideration of the payment by the party ordered to pay support of the sums set forth below, and the performance of any other condition stated below, the parties agree as follows (*check and complete either a or b, but not both, and add other applicable provisions*):

- a. ☐ Upon payment by party ordered to pay support of the sum of \$ \_\_\_\_\_ to the local child support agency on or before (date): \_\_\_\_\_, the Non-Aid arrears set forth in paragraph 14a above shall be deemed paid in full.
- b. ☐ Upon payment by party ordered to pay support of the sum of \$ \_\_\_\_\_ to the local child support agency on or before (date): \_\_\_\_\_, the parent ordered to pay support shall owe the following sums for non-aid support.

<u>Type</u>	<u>Principal</u>	<u>Interest</u>	<u>Time Period</u>
(1) <input type="checkbox"/> Child Support:	\$ _____	\$ _____	as of (date): _____
(2) <input type="checkbox"/> Spousal/Family Support:	\$ _____	\$ _____	as of (date): _____
(3) <input type="checkbox"/> Other ( <i>specify</i> ): _____	\$ _____	\$ _____	as of (date): _____
(4) <b>TOTAL:</b>	\$ _____	\$ _____	

c. ☐ Other (*specify*): \_\_\_\_\_

☐ See Attachment 15 for additional provisions.

### CONDITIONS OF WAIVER

16. ☐ This waiver of past-due support is conditioned on the party ordered to pay support agreements set forth in this document. If the party ordered to pay support fails to perform any condition, then this waiver is NULL and VOID and of no force or effect whatsoever. However, if box 14c is checked, the setting of support arrears in items 14a and 14b will continue to be valid as the court's determination of the amount of support arrearage. Specific conditions of this waiver are as follows:

- a. Additional conditions of this waiver (*optional*) (*i.e., lump-sum payment, timely payment of current support, etc.*):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- b. ☐ See Attachment 16 for additional conditions of waiver. **Each party must initial or sign all additional pages.**

17. This stipulation and order does not modify or affect the duty of the party ordered to pay current support that accrues, or any support arrears that may accumulate, after the date set forth in item 14.

18. Each party understands that the local child support agency does not represent him or her in this matter. Neither party has been given legal advice from local child support agency, or any of its attorneys, or the family law facilitator, in regard to this stipulation.

19. This form contains the entire understanding and agreement of the parties, and there have been no verbal or other written promises or conditions by anyone, except as stated in this form.

Date:

\_\_\_\_\_  
 (TYPE OR PRINT NAME)



\_\_\_\_\_  
 (SIGNATURE OF PARTY WAIVING PAST SUPPORT)

Date:

\_\_\_\_\_  
 (TYPE OR PRINT NAME)



\_\_\_\_\_  
 (SIGNATURE OF PARTY ORDERED TO PAY SUPPORT)

### ATTORNEY'S STATEMENT

I am the attorney of record for the party identified in this waiver. I have gone over this form and any attachments with my client. I have explained each provision of this form to my client and answered the client's questions with regard to this form. I have discussed the facts of the case with my client and possible alternatives to and conditions for waiver. I have explained the consequences of the waiver and benefits and detriments of any agreement.

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(SIGNATURE OF ATTORNEY FOR PARTY ORDERED TO PAY SUPPORT)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(SIGNATURE OF ATTORNEY FOR PARTY WAIVING PAST SUPPORT)

### LOCAL CHILD SUPPORT AGENCY

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME, TITLE, AND COUNTY)



\_\_\_\_\_  
(SIGNATURE OF REPRESENTATIVE OF LOCAL CHILD SUPPORT AGENCY)

### INTERPRETER'S STATEMENT (if applicable)

The party named below is unable to read or understand this Stipulation and Order Waiving Unassigned Arrears because

- ☐ Party waiving past support's primary language is (*specify*):  
☐ Party ordered to pay support's primary language is (*specify*):  
☐ Other (*specify*):

I certify under penalty of perjury under the laws of the State of California that I have, to the best of my ability, read or translated for the above-named party/parties the *Stipulation and Order Waiving Unassigned Arrears*. The above-named party/parties stated he or she understood the terms of the *Stipulation and Order Waiving Unassigned Arrears* before signing it.

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME OF INTERPRETER)



\_\_\_\_\_  
(SIGNATURE OF INTERPRETER FOR (*insert name*))

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME OF INTERPRETER)



\_\_\_\_\_  
(SIGNATURE OF INTERPRETER FOR (*insert name*))

### COURT'S FINDINGS AND ORDER

The court, having reviewed and considered this Stipulation, and any attachments, finds that the party owed support expressly, knowingly, voluntarily and intelligently has waived past-due support as more specifically set forth in this document. The court accepts this Stipulation, approves it, and orders that all further enforcement is terminated as to the waived support.

### IT IS SO ORDERED.

Date:

\_\_\_\_\_  
(JUDICIAL OFFICER OF THE SUPERIOR COURT)

**SPR03-30**

**Child Support: Stipulation and Waiver of Unassigned Child Support Arrearage  
(approve form FL-626)**

	<b>Commentator</b>	<b>Position</b>	<b>Comment on behalf of group?</b>	<b>Comment</b>	<b>Committee Response</b>
1.	Ms. Christine Copeland Attorney Superior Court of California, County of Santa Clara	AM	N	<ol style="list-style-type: none"> <li>1. This form should be available for use in non-IV-D cases as well.</li> <li>2. Why require declarant to list aid arrears if they are not waivable? Having them on there gives the impression you can waive them (people never read the whole form).</li> <li>3. Make it clear that if you are not stating the amount of accrued interest because you don't know the amount, whether you are waiving all unknown interest or whether you are not waiving interest (so payee reserves right to calculate interest and collect it).</li> <li>4. Get rid of designations "Plaintiff" and "Defendant" in caption.</li> <li>5. Allow waiver of childcare arrears and/or uninsured health care arrears (add to categories in item 2).</li> <li>6. Item 9 – What is "legal" threatening? This looks odd.</li> <li>7. Item 11 – you need an apostrophe before the letter 's' in the word "parents."</li> <li>8. Item 14 – Which parent's initials are required</li> </ol>	<ol style="list-style-type: none"> <li>1. Suggestion will be referred for future consideration.</li> <li>2. Aid arrears are listed to disclose to all parties this component of the support arrearages that will continue to be enforceable.</li> <li>3. Agree in principle.</li> <li>4. The governmental cases still use "Plaintiff" and "Defendant" to identify the parties.</li> <li>5. See "other" box at item 14a(4).</li> <li>6. Agree.</li> <li>7. Agree.</li> <li>8. Agree. See revised form.</li> </ol>

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				<p>here – it is not clear.</p> <p>9. I think the parties’ signatures should be notarized (unless signing in court).</p> <p>10. I feel very strongly that the DCSS signature should not be required: a parent will never be able to track them down for a signature and then hope to get the signed form returned to them for filing (maybe in very small counties this could happen) AND the DCSS is not a party to non-welfare arrears even if they are collecting when it comes to waiving arrears.</p>	<p>9. Current protocol in other areas does not require notarization when other forms are signed outside court.</p> <p>10. Disagree. This form is intended for use in governmental cases, where the local child support agency’s acknowledgment is essential.</p>
2.	Hon. Deborah Daniel Commissioner Superior Court of California, County of San Bernardino	A	N	Agree.	No response needed.
3.	Ms. Louise Bayles- Fightmaster Family Law Facilitator Superior Court of California, County of Sonoma	AM	N	<p>1. Regarding #1 I think it should state, “We (not I) understand...” as both parties have a right to counsel, if they choose, in such matters. “We’s” would also make sense all the way throughout the form as this is a stipulation and both parties will sign it. Both parties should acknowledge that they are aware of what they are entitled to and what they are, or are not, giving up.</p> <p>2. In item number 3, there should also be an</p>	<p>1. Agree in principle. Concern has been addressed in revised language.</p> <p>2. Agree in principle. See revised language.</p>



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	<b>Commentator</b>	<b>Position</b>	<b>Comment on behalf of group?</b>	<b>Comment</b>	<b>Committee Response</b>
				<p>acknowledgment by the parents that they BOTH understand that the waiver of future support is unenforceable. (E.g., “We understand that an agreement between us that waives future support is unenforceable and that future support can be requested at any time in spite of such an agreement.”)</p> <p>3. There could be agreements reached regarding arrears that compromise the amount, having the obligor pay a lump sum, with an agreement that if he/she pays this lump sum, the other parent will not seek future support. Obviously this is not an enforceable agreement and providing this information to the paying parent in this form would ensure that BOTH parties enter into such an agreement with their eyes wide open.</p> <p>4. These changes would make the form appear to be a true stipulation, rather than appearing to be one-sided in favor of protecting and informing the obligee parent, as it does now.</p>	<p>3. Same as above.</p> <p>4. Same as above.</p>
4.	Mr. Robert Gerard President Orange County Bar Association	A	Y	This form is an excellent idea! It is the child support court’s equivalent to the criminal court’s waiver of rights form. Persons who want to give up their rights to receive court-ordered child support that has accrued in the past should be asked to go through the trouble of completing a form like this.	No response needed.

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**Child Support: Stipulation and Waiver of Unassigned Child Support Arrearage  
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	<b>Commentator</b>	<b>Position</b>	<b>Comment on behalf of group?</b>	<b>Comment</b>	<b>Committee Response</b>
5.	Mr. Kevin Harrison Deputy Director Department of Child Social Services	N	N	<p>1. During the time the child is a minor, the obligation of support is owed to the child and parents cannot waive the right to support. (County of Orange v. Smith (2002) 96 Cal.App.4th 955; Marriage of Hamer (2000) 81 Cal.App.4th 712; County of Shasta v. Caruthers (1955) 31 Cal.App.4th 1838.) In the absence of a legitimate dispute over the duration or amount of support owed, any proposed reduction in the amount owed is a waiver and prohibited retroactive modification of support.</p> <p>2. At a minimum, the proposed form should include an advisement that the minor child has an independent right to collect the past due support and the local child support agency is authorized to enforce the amount for the benefit of the child independent of the parent's consent. (Fam. Code, §§ 4002(a) and 17404(a).) In the absence of State statute</p>	<p>1. The agency is not endorsing the agreement as such by signing the agreement but rather acknowledging that they are aware of the agreement and that the amount of unpaid support indicated on the form accurately represents the agency's records. The subject matter of the agreement is unpaid support not assigned to the State, and the attorneys for the agency do not represent either party in the matter. Issues of lack of uniform policy among the local child support agencies is not within the purview of the Judicial Council and should be addressed by the California Department of Child Support Services.</p> <p>2. Disagree.</p>

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				<p>or regulation, the local child support agency attorneys are not compelled to sign off on the parents, stipulation and ethically must exercise independent discretion in each case. Many LCSAs have a policy to not endorse such waivers if the child is still a minor.</p> <p>3. Absent independent inquiry by the court, out of the presence of the obligor, of the circumstances surrounding the obligee's decision to enter into the waiver, incidences of undue influence or threats by the obligor will not be detected. The boilerplate format almost ensures that such negative circumstances will not be detected. Recommend that the form include an obligation of the court to make an in camera inquiry of the obligee before issuing the order.</p>	<p>3. Written stipulations are entered into on a wide variety of subjects without the need for an in camera case-by-case determination of whether there has been undue influence. The general remedies regarding stipulations involving undue influence are equally available in these matters.</p>
6.	Ms. JoAnn Johnson Family Law Facilitator Superior Court of California, County of Ventura	AM	N	Line 15: typo error in last part of sentence. The word "to" or "to receive" was omitted.	Agree.
7.	Ms. Jane L. Shade Assistant Department Counsel Orange County Department of Child Support Services	AM	N	<p>Overall: the Stipulation is an excellent idea. The language is clear and specifies the rights and money that the receiving parent is giving up.</p> <p>1. <u>Section 2.a.</u> The amounts should include a line after the principal and interest for the total for both child support and for spousal/family support. (Move the margins</p>	<p>No response needed.</p> <p>1. Agree. A section will be added for the total.</p>

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	<b>Commentator</b>	<b>Position</b>	<b>Comment on behalf of group?</b>	<b>Comment</b>	<b>Committee Response</b>
				<p>to make it fit.) Our judge or commissioner always asks for the total, and it's a good practice to have it for the person who appears without counsel, which is about 95% of the parties. The same should be done for non-aid arrears. (See form attached.)</p> <p>2. <u>Section 4.</u> Consider putting the word "Laches" in the caption in quotes. Consider rewording the third sentence to include the word "laches" so that it is defined. Otherwise the parties won't understand that the third sentence <i>is</i> the definition and LCSA staff will be plagued by questions regarding the definition. Example: There is no defense of "laches"; that means there is no defense based on a delay in collecting support.</p> <p>3. <u>Page 2.</u> The font on page 2 looks smaller than the font on page 1. Can the font on page 2 be made larger? If necessary Section 5 could be placed on page 1 so that more room is created on page 2.</p> <p>4. Or Sections 10, 11, and 12 could be combined to make more space.</p> <p>5. <u>Section 8.</u> "Except as specifically set forth below...." Suggest that the words "<u>as</u></p>	<p>2. Agree. See revised language.</p> <p>3. Font sizes will be checked for consistency.</p> <p>4. Combining these statements would save space but would make it more difficult to read.</p> <p>5. Agree in principle. See changes.</p>

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				<p><u>specifically set forth below</u>” be changed to “<u>as specifically stated in Section 14....</u>”</p> <p>6. Language on forms should be made simpler, especially when persons without counsel use the forms. I encourage the Committee to adopt those same “plain language” principles and apply them to this form. <b>I emphasize that about 95% of the parties who appear in these matters DO NOT have counsel.</b> The more “plain language” used, the better!</p> <p>7. <u>Section 13.</u> “With the foregoing in mind....” Suggest changing to “With the above <u>consequences and rights</u> in mind....”</p> <p>8. <u>Section 13.</u> Add a line for ‘total’ after ‘principal’ and ‘interest,’ the same as in Section 2.a.</p> <p>9. <u>Section 13.</u> The time period, should it state From: ____/____ <b>through</b> ____/____, instead of “to.”</p> <p>10. <u>Section 14.</u> The lines for the conditions of waiver are too close together. No one writes that small in court, especially persons who are representing themselves! Please make the lines spaced more widely apart.</p>	<p>6. Agree in principle. See changes.</p> <p>7. Agree in principle.</p> <p>8. Agree. A section will be added for the total.</p> <p>9. Agree. Amend to: “____ <b>through</b> ____.”</p> <p>10. This is an optional provision that may not be utilized in all cases. A separate page may be added as Attachment 14 if more space is needed.</p>

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	<b>Commentator</b>	<b>Position</b>	<b>Comment on behalf of group?</b>	<b>Comment</b>	<b>Committee Response</b>
8.	Hon. Laura Masunaga Child Support Commissioner Superior Court of California, County of Siskiyou	A	N	Agree.	No response needed.
9.	Mr. Ronald L. Bauer Superior Court of California, County of Orange	AM	Y	<p>The Rules and Forms committee of the Orange County Superior Court reviewed this item at their meeting of June 19, 2003, and agree with the following comments submitted by Judge Sheila Fell, member of the Rules and Forms Committee.</p> <p>#15 – The ending of the last line of the sentence should read “in giving up my right <u>to</u> the past due support.”</p>	Omission corrected in rewording of this section.
10.	Mr. Stephen Love Executive Officer Superior Court of California, County of San Diego	AM		<p>1. Under the Discussion: Is this form going to be mandatory? What if the case is closed as to ongoing because of a change of custody or emancipation or whatever, and only arrears are owed?</p> <p>2. Does this form apply if the obligee closes her case as to services being rendered by the LCSA but is still owed the arrears? If so, why does the LCSA have to sign off on her waiver of monies owed to her?</p> <p>3. No. 2a – The time frame for which the</p>	<p>1. This is an optional form.</p> <p>2. Whenever the LCSA has been involved, it is better practice to have the LCSA review the stipulation to ensure that the amounts are correct, including aid arrears.</p> <p>3. Agree. ADD to the end of the first</p>

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				<p>arrears are owed or believed to be owed should be added to this section. Item 13 on page two has the time period for the waiver; it should be here too.</p> <p>4. No. 2b – How would the unsophisticated obligee know this or know how to get this information, especially interest owed to the LCSA? Is this mandatory to fill in? Or would the LCSA fill this in, since they evidently have to sign off on this form.</p> <p>5. No. 4 – It appears to try to be an exact statement of the law covering all situations, which it cannot possibly do. For instance, what about cases where the obligee concealed the child until after age 18? Does the new statute overrule case law on that issue?</p>	<p>line of 2a and 2b “_____ <i>through</i> _____”</p> <p>4. The LCSA can enter this amount.</p> <p>5. Section 4 (new section 5) merely states the general principle regarding the lack of a statute of limitations. The phrase “laches” has been deleted. This statement does not “overrule” case law regarding other equitable remedies.</p>
11.	Family Law Section of the State Bar of California	AM	Y	<p>1. Page 2 of 3: #13</p> <p>a. Add (s) after word “period.”</p> <p>b. Add lines for multiple arrearage periods.</p>	Agree in principle. In the event of more than one arrearage period, the attachment with all of the time periods and calculation should be attached.
12.	Hon. Rebecca Wightman Commissioner Superior Court of California, County of San Francisco	AM	N	<p>I agree and welcome such a form. However, I have a few minor comments on the form:</p> <p>1. Paragraphs 8 &amp; 9 appear to be awkwardly</p>	<p>1. Agree. See revised form.</p>

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**Child Support: Stipulation and Waiver of Unassigned Child Support Arrearage  
(approve form FL-626)**

	<b>Commentator</b>	<b>Position</b>	<b>Comment on behalf of group?</b>	<b>Comment</b>	<b>Committee Response</b>
				<p>worded....so it seems to read: No one has threatened me...in order to force me to do this (i.e., I'm being forced all on my own). It's like a double negative, which can be easily cured by a rewording.</p> <p>2. There is an apostrophe missing from "parent's" in paragraph 11.</p> <p>3. I would <b>STRONGLY</b> suggest adding an "OTHER" section to paragraph 13. There are MANY instances when the EXACT dates and/or EXACT amounts and breakdown between principal and interest cannot be determined (perhaps the case is too old, or there are multiple cases with overlapping order, etc.), yet ALL parties are aware of the amounts involved and what they voluntarily want to waive.... Having an "OTHER" section would allow the parties to explain what they want to do when it does not/cannot fit within the other parameters.</p>	<p>2. Agree. Word changed to "parent's."</p> <p>3. Agree. An "OTHER" section has been added. In the event of more than one arrearage period or other unusual circumstances, an attachment with further explanation regarding the time periods and calculation can be attached.</p>



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	<b>Commentator</b>	<b>Position</b>	<b>Comment on behalf of group?</b>	<b>Comment</b>	<b>Committee Response</b>
13.	Hon. Cynthia A. Deneholz Commissioner Superior Court of California, County of Sonoma	AM	N	<p>This form is a great idea.</p> <ol style="list-style-type: none"> <li>Page 1, Item 2.b. There should be an entry for spousal/family support under aid arrears (as well as that under 2.a. for nonaid arrears).</li> <li>Page 2, #11 Add apostrophe (“...paying parent’s...).</li> <li>Page 3, 15, Line 2 Add “to” between “my right” and “the past due support.”</li> <li>Interpreter’s Statement: The statement assumes that if an interpreter is involved, the interpreter provided translation services for both parents. This is often not the case, and the form should provide for the possibility that one, but not both, of the parents utilized the services of the interpreter.</li> </ol>	<p>No response needed.</p> <ol style="list-style-type: none"> <li>Agree. See revised form.</li> <li>Agree. See revised form.</li> <li>Agree. See revised form.</li> <li>Agree. See revised form.</li> </ol>
14.	Ms. Kristy Johnson Secretary CSDA Judicial Council Forms Subcommittee	AM		<ol style="list-style-type: none"> <li>In discussing this form, two primary issues arose: <ol style="list-style-type: none"> <li>Whether to include the time frames for the arrears.</li> <li>Whether to indicate if the arrears are assigned or unassigned.</li> </ol> </li> </ol> <p>It appears that the accounting staff, attorneys, and court personnel will need this information in order to properly waive the arrears. However, because the</p>	<ol style="list-style-type: none"> <li>Agree in principle. In the event of more than one arrearage period or other unusual circumstances, an</li> </ol>

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				<p>accounting processes in the automated systems are so complex and vary from LCSA to LCSA, there are numerous problems in creating and maintaining the information in the systems. For this reason, the committee attempted to add flexibility to the form regarding the amounts and dates shown, in addition to allowing for a computer printout or worksheet to be attached.</p> <p>2. The committee feels that because the parent ordered to pay support is required to sign the form, the language of the form should be directed to both parents.</p> <p>3. The committee grouped all notices together and put both sections regarding amounts involved together for flow and ease of reading.</p> <p>4. Specific Comments:</p> <p>a. Form Title: Change title to “Stipulation and Order Waiving Unassigned Arrears” for clarity.</p> <p>b. Instructions: Reword the instructions to make language inclusive of both parties.</p> <p>c. Parties: Clearly state who the Obligee and Obligor are and that they are parties to the agreement to forestall any ambiguity.</p>	<p>attachment with further explanation regarding the time periods and calculation can be attached. Added at the end of section 13. See revised form.</p> <p>2. Agree.</p> <p>3. Agree.</p> <p>4.</p> <p>a. Agree.</p> <p>b. Agree.</p> <p>c. Agree. See revised form page 1, new items 1 and 2.</p>

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	<b>Commentator</b>	<b>Position</b>	<b>Comment on behalf of group?</b>	<b>Comment</b>	<b>Committee Response</b>
				<p>d. Item 1. Right to an Attorney: Add warning regarding risks of self-representation.</p> <p>Item 2. <b>Amount of Past Due Support:</b></p> <p>e. Move this section to the second page, near the amounts to be waived, so the court can get all information at a glance.</p> <p>f. Add the date that the past due support amounts were calculated for clarity.</p> <p>g. Change “NON-Aid” and “Aid” to “Unassigned” and “Assigned” Arrears for consistency with IV-D distribution policy.</p> <p>h. Add “Other” to NON-Aid Arrears for flexibility.</p> <p>i. Add “Spousal/Family Support” and “Other” to Aid Arrears for flexibility.</p> <p>j. Add the option for the LCSA to set the amounts stated as an adjudication of arrears to preclude further court activity to set arrears.</p>	<p>d. Agree in principle. The form states “I understand that there may be risks to representing myself.”</p> <p>e. Agree.</p> <p>f. Agree.</p> <p>g. Disagree. Existing terms are defined within the form and are more understandable to the public.</p> <p>h. Agree.</p> <p>i. Agree.</p> <p>j. Agree but warning added to alert parties to consequences.</p>

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	Commentator	Position	Comment on behalf of group?	Comment	Committee Response
				<p>k. Add “Other” for flexibility.</p> <p>l. Item 3. Recommend moving this item under the heading “Consequences of Waiving Past Support.”</p> <p>m. Item 4. Reword title for simplicity and reword text to include both parties.</p> <p>n. Recommend striking language regarding Laches defenses, which could cause confusion.</p> <p>o. Item 5. Reword text to include both parties, and add property liens because they are common enforcement tools.</p> <p>p. Items 6, 7, 8, 9, 10, and 12. Reword text to include both parties and simplify.</p> <p>q. Item 11. Recommend striking this item, as it is unnecessary.</p> <p>r. <b>Waiver of Past Due Support.</b> Reword item 13 to include both parties and add condition of the performance of any other conditions stated in the agreement.</p> <p>s. Because of the varied methods of accounting in the LCSA's systems,</p>	<p>k. Agree.</p> <p>l. Item 3 logically follows the information on Aid Arrears.</p> <p>m. Agree.</p> <p>n. Agree.</p> <p>o. Agree.</p> <p>p. Agree.</p> <p>q. Agree.</p> <p>r. Agree to include both parties.</p>

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## Catalog3

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Child Support: Stipulation and Waiver of Unassigned Child Support Arrearage  
(approve form FL-626)

	Commentator	Position	Comment on behalf of group?	Comment	Committee Response
				<p>sentence, as it is unnecessary.</p> <p>x. <b>Signature Lines.</b> Simplify “person waiving past support,” and, for consistency with the rest of the form, change Obligor’s signature line to “parent ordered to pay support.”</p> <p>y. <b>Attorney's Statement.</b> In the first sentence, change “the party identified below” to “the party identified in this waiver.”</p> <p>z. Under attorney’s signature lines, change language for consistency.</p> <p><b>Interpreter's Statement.</b> Revise to include both parties, and revise the statement to be consistent with other Judicial Council forms.</p> <p>Court's Findings and Order: Reword for clarity. (Please see attached draft.)</p>	<p>w. Item 16 is appropriate.</p> <p>x. Agree in principle. See revised form.</p> <p>y. Agree.</p> <p>z. Agree. Amend to “signature of attorney for person waiving support” and “signature of attorney for parent paying support.”</p> <p>Agree.</p> <p>Agree.</p>
15.	Hon. Manuel J. Covarrubias Superior Court of California, County of Ventura			<p>1. Modify #4 of the stipulation form. Change language from “no statute of limitations” to “there are no time limits.”</p>	<p>1. Agree.</p>

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(approve form FL-626)**

	<b>Commentator</b>	<b>Position</b>	<b>Comment on behalf of group?</b>	<b>Comment</b>	<b>Committee Response</b>
				2. Define “arrears” as past due or unpaid child support.	